



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION

**REQUEST FOR PROPOSALS
FOR
EMPLOYEE AND APPLICANT
PHYSICAL EXAMINATIONS AND TESTING**

RFP # 33501-10147

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1. INTRODUCTION

The State of Tennessee, Department of Commerce and Insurance, Division of Fire Prevention, Bomb and Arson Section, hereinafter referred to as "the State," has issued this Request for Proposals (RFP) to define minimum service requirements; solicit proposals; detail proposal requirements; and outline the State's process for evaluating proposals and selecting a contractor to provide the needed services.

Through this RFP, the State seeks to buy the best services at the most favorable, competitive prices and to give ALL qualified businesses, including those that are owned by minorities, women, persons with a disability, and small business enterprises, opportunity to do business with the state as contractors and sub-contractors.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for the development and administration of physical examinations and medical tests of Tennessee Bomb and Arson Special Agents and applicants for employment to determine physical ability to perform essential job functions, monitor exposure to hazardous materials, and ensure a drug-free workplace.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's required:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Proposer must sign.

1.3. Nondiscrimination

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. RFP Communications

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 33501-10147

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Potential proposers must direct communications relating to this RFP to the following person designated as the RFP Coordinator.

Dan Birdwell, RFP Coordinator
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243
(615) 532-3589
Dan.M.Birdwell@tn.gov
Telephone # (615) 532-3589
Fax # (615) 741-4000

- 1.4.2.2. Notwithstanding the foregoing, potential proposers may contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, women-owned, and small businesses as well as general, public information relating to this RFP; and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Steven Majchrzak, Assistant Commissioner for Administration
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243
(615) 741-3449
Steven.Majchrzak@tn.gov

- 1.4.3. Only the State's official, written responses and communications will be binding with regard to this RFP. The State will consider oral communications of any type to be unofficial and non-binding.
- 1.4.4. Potential proposers must ensure that the State receives all written comments, including questions and requests for clarification, no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Proposers must assume the risk of the method of dispatching any communication or proposal to the State. The State assumes no responsibility for delays or delivery failures resulting from the method of dispatch. Actual or digital "postmarking" of a communication or proposal to the State by a specified deadline date will not substitute for the State's actual receipt of a communication or proposal.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the potential proposers from whom the State has received a Notice of Intent to Propose (refer to RFP Section 1.7).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriate and adequate responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make

reasonable efforts to ensure the accuracy of such data or information, however it is within the discretion of Proposers to independently verify any information before relying thereon.

1.5. Assistance to Proposers With a Disability

Potential proposers with a disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Potential proposers may contact the RFP Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.

1.6. Proposer Required Review & Waiver of Objections

- 1.6.1. Each potential proposer must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
- 1.6.2. Any potential proposer having questions and comments concerning this RFP must provide such in writing to the State no later than the Written Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6.3. Protests based on any objection shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Comments Deadline.

1.7. Notice of Intent to Propose

Before the Notice of Intent to Propose Deadline detailed in the RFP Section 2, Schedule of Events, potential proposers should submit to the RFP Coordinator a Notice of Intent to Propose (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate)
- a contact person's name and title
- the contact person's mailing address, telephone number, facsimile number, and e-mail address

A Notice of Intent to Propose creates no obligation and is not a prerequisite for making a proposal, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.8. Proposal Deadline

A Proposer must ensure that the State receives a proposal no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events. A proposal must respond, as required, to this RFP (including its attachments) as may be amended. The State will not accept late proposals, and a Proposer's failure to submit a proposal before the deadline will result in disqualification of the proposal.

2. RFP SCHEDULE OF EVENTS

2.1. The following RFP Schedule of Events represents the State's best estimate for this RFP.

EVENT	TIME (central time zone)	DATE (all dates are state business days)
1. RFP Issued		January 4, 2010
2. Disability Accommodation Request Deadline	2:00 p.m.	January 7, 2010
3. Notice of Intent to Propose Deadline	2:00 p.m.	January 11, 2010
4. Written "Questions & Comments" Deadline	2:00 p.m.	January 14, 2010
5. State Response to Written "Questions & Comments"		January 19, 2010
6. Proposal Deadline	2:00 p.m.	January 26, 2010
7. State Completion of Technical Proposal Evaluations		February 1, 2010
8. State Opening & Scoring of Cost Proposals	2:00 p.m.	February 2, 2010
9. State Evaluation Notice Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	February 5, 2010
10. Contract Signing		February 16, 2010
11. Contractor Contract Signature Deadline	2:00 p.m.	February 22, 2010

2.2. **The State reserves the right, at its sole discretion, to adjust the RFP Schedule of Events as it deems necessary.** Any adjustment of the Schedule of Events shall constitute an RFP amendment, and the State will communicate such to potential proposers from whom the State has received a Notice of Intent to Propose (refer to section 1.7).

3. PROPOSAL REQUIREMENTS

3.1. Proposal Form

A response to this RFP must consist of two parts, a Technical Proposal and a Cost Proposal.

- 3.1.1. **Technical Proposal.** The RFP Attachment 6.2., Technical Proposal & Evaluation Guide details specific requirements for making a Technical Proposal in response to this RFP. The guide includes mandatory requirement items, general qualifications and experience items, and technical qualifications, experience, and approach items all of which must be addressed with a written response and, in some instances, additional documentation.

NOTICE: A technical proposal must not include any pricing or cost information. If any pricing or cost information amounts of any type (even pricing relating to other projects) is included in any part of the technical proposal, the state will deem the proposal to be non-responsive and reject it.

- 3.1.1.1. A Proposer must use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to organize, reference, and draft the Technical Proposal by duplicating the attachment, adding appropriate proposal page numbers as required, and using the guide as a table of contents covering the Technical Proposal.
- 3.1.1.2. A proposal should be economically prepared, with emphasis on completeness and clarity. A proposal, as well as any reference material presented, must be written in English and must be written on standard 8 ½" x 11" pages (although oversize exhibits are permissible). All proposal pages must be numbered.
- 3.1.1.3. All information and documentation included in a Technical Proposal should respond to or address a specific requirement detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide. All information must be incorporated into a response to a specific requirement and clearly referenced. Any information not meeting these criteria will be deemed extraneous and will not contribute to evaluations.
- 3.1.1.4. The State may determine a proposal to be non-responsive and reject it if:
- a. the Proposer fails to organize and properly reference the Technical Proposal as required by this RFP and the RFP Attachment 6.2., Technical Proposal & Evaluation Guide; or
 - b. the Technical Proposal document does not appropriately respond to, address, or meet all of the requirements and proposal items detailed in the RFP Attachment 6.2., Technical Proposal & Evaluation Guide.

- 3.1.2. **Cost Proposal.** A Cost Proposal must be recorded on an exact duplicate of the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

NOTICE: If a proposer fails to submit a cost proposal exactly as required, the state will deem the proposal to be non-responsive and reject it.

- 3.1.2.1. A Proposer must only record the proposed cost exactly as required by the RFP Attachment 6.3., Cost Proposal & Scoring Guide and must NOT record any other rates, amounts, or information.
- 3.1.2.2. The proposed cost shall incorporate ALL costs for services under the contract for the total contract period.

3.1.2.3. A Proposer must sign and date the Cost Proposal.

3.1.2.4. A Proposer must submit the Cost Proposal to the State in a sealed package separate from the Technical proposal (as detailed in RFP Sections 3.2.3., *et seq.*).

3.2. Proposal Delivery

A Proposer must deliver a proposal in response to this RFP as detailed below. The State will not accept a proposal delivered by any other method.

3.2.1. A Proposer must ensure that both the original Technical Proposal and Cost Proposal documents meet all form and content requirements detailed within this RFP for such proposals including but not limited to required signatures.

3.2.2. A Proposer must submit original Technical Proposal and Cost Proposal documents and copies as specified below.

3.2.2.1. One (1) original Technical Proposal paper document labeled:

"RFP # 33501-10147 TECHNICAL PROPOSAL ORIGINAL"

and five (5) copies of the Technical Proposal each in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank, standard CD-R recordable disc labeled:

"RFP # 33501-10147 TECHNICAL PROPOSAL COPY"

The digital copies should not include copies of sealed customer references, however any other discrepancy between the original Technical Proposal document and the digital copies may result in the State rejecting the proposal as non-responsive.

3.2.2.2. One (1) original Cost Proposal paper document labeled:

"RFP # 33501-10147 COST PROPOSAL ORIGINAL"

and one (1) copy in the form of a digital document in "PDF" format properly recorded on separate, blank, standard CD-R recordable disc labeled:

"RFP # 33501-10147 COST PROPOSAL COPY"

In the event of a discrepancy between the original Cost Proposal document and the digital copy, the original, signed document will take precedence.

3.2.3. A Proposer must separate, seal, package, and label the documents and discs for delivery as follows.

3.2.3.1. The Technical Proposal original document and copy discs must be placed in a sealed package that is clearly labeled:

"DO NOT OPEN... RFP # 33501-10147 TECHNICAL PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]"

3.2.3.2. The Cost Proposal original document and copy disc must be placed in a separate, sealed package that is clearly labeled:

"DO NOT OPEN... RFP # 33501-10147 COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]"

- 3.2.3.3. The separately, sealed Technical Proposal and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # 33501-10147 SEALED TECHNICAL PROPOSAL & SEALED COST PROPOSAL FROM [PROPOSER LEGAL ENTITY NAME]”

- 3.2.4. A Proposer must ensure that the State receives a proposal in response to this RFP no later than the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events at the following address.

Dan Birdwell, RFP Coordinator
Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, Tennessee 37243
(615) 532-3589
Dan.M.Birdwell@tn.gov
Telephone # (615) 532-3589
Fax # (615) 741-4000

3.3. Proposal & Proposer Prohibitions

- 3.3.1. A proposal must not include the Proposer's own contract terms and conditions. If a proposal contains such terms and conditions, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.2. A proposal must not restrict the rights of the State or otherwise qualify either the offer to deliver services as required by this RFP or the Cost Proposal. If a proposal restricts the rights of the State or otherwise qualifies either the offer to deliver services as required by this RFP or the Cost Proposal, the State, at its sole discretion, may determine the proposal to be a non-responsive counteroffer and reject it.
- 3.3.3. A proposal must not propose alternate services (*i.e.*, offer services different from those requested and required by this RFP). The State will consider a proposal of alternate services to be non-responsive and reject it.
- 3.3.4. A Cost Proposal must not result from any collusion between Proposers. The State will reject any Cost Proposal that was not prepared independently without collusion, consultation, communication, or agreement with any other Proposer. Regardless of the time of detection, the State will consider any such actions to be grounds for proposal rejection or contract termination.
- 3.3.5. A Proposer must not provide, for consideration in this RFP process or subsequent contract negotiations, incorrect information that the Proposer knew or should have known was materially incorrect. If the State determines that a Proposer has provided such incorrect information, the State will deem the Proposer's proposal non-responsive and reject it.
- 3.3.6. A Proposer must not submit more than one Technical Proposal and one Cost Proposal in response to this RFP. If a Proposer submits more than one Technical Proposal or more than one Cost Proposal, the State will deem all of the proposals non-responsive and reject them.
- 3.3.7. A Proposer must not submit a proposal as a prime contractor while also permitting one or more other Proposers to offer the Proposer as a subcontractor in their own proposals. Such may result in the disqualification of all Proposers knowingly involved. This restriction does not, however, prohibit different Proposers from offering the same subcontractor as a part of their proposals (provided that the subcontractor does not also submit a proposal as a prime contractor).
- 3.3.8. A Proposer must not be (and the State will not award a contract to):

- a. an individual who is, or within the past six months has been, an employee or official of the State of Tennessee;
- b. a company, corporation, or any other contracting entity in which an ownership of two percent (2%) or more is held by an individual who is, or within the past six months has been, an employee or official of the State of Tennessee (this will not apply either to financial interests that have been placed into a "blind trust" arrangement pursuant to which the employee does not have knowledge of the retention or disposition of such interests or to the ownership of publicly traded stocks or bonds where such ownership constitutes less than 2% of the total outstanding amount of the stocks or bonds of the issuing entity);
- c. a company, corporation, or any other contracting entity which employs an individual who is, or within the past six months has been, an employee or official of the State of Tennessee in a position that would allow the direct or indirect use or disclosure of information, which was obtained through or in connection with his or her employment and not made available to the general public, for the purpose of furthering the private interest or personal profit of any person; or,
- d. any individual, company, or other entity involved in assisting the State in the development, formulation, or drafting of this RFP or its scope of services (such person or entity being deemed by the State as having information that would afford an unfair advantage over other Proposers).

For the purposes of applying the requirements of this RFP subsection 3.3.8., the State will deem an individual to be an employee or official of the State of Tennessee until such time as all compensation for salary, termination pay, and annual leave has been paid.

3.4. Proposal Errors & Revisions

A Proposer is liable for any and all proposal errors or omissions. A Proposer will not be allowed to alter or revise proposal documents after the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events unless such is formally requested, in writing, by the State.

3.5. Proposal Withdrawal

A Proposer may withdraw a submitted proposal at any time before the Proposal Deadline time and date detailed in the RFP Section 2, Schedule of Events by submitting a written request signed by an authorized Proposer representative. After withdrawing a proposal, a Proposer may submit another proposal at any time before the Proposal Deadline.

3.6. Proposal of Additional Services

If a proposal offers services in addition to those required by and described in this RFP, the State, at its sole discretion, may add such services to the contract awarded as a result of this RFP. Notwithstanding the foregoing, a Proposer must not propose any additional cost amount(s) or rate(s) for additional services. Regardless of any additional services offered in a proposal, the Proposer's Cost Proposal must only record the proposed cost as required in this RFP and must not record any other rates, amounts, or information.

NOTICE: If a Proposer fails to submit a Cost Proposal exactly as required, the State will deem the proposal non-responsive and reject it.

3.7. Proposal Preparation Costs

The State will not pay any costs associated with the preparation, submittal, or presentation of any proposal.

4. GENERAL CONTRACTING INFORMATION & REQUIREMENTS

4.1. RFP Amendment

The State reserves the right to amend this RFP at any time, provided that it is amended in writing. However, prior to any such amendment, the State will consider whether it would negatively impact the ability of potential proposers to meet the proposal deadline and revise the RFP Schedule of Events if deemed appropriate. If an RFP amendment is issued, the State will convey it to potential proposers who submitted a Notice of Intent to Propose (refer to RFP Section 1.7). A proposal must respond, as required, to the final RFP (including its attachments) as may be amended.

4.2. RFP Cancellation

The State reserves the right, at its sole discretion, to cancel or to cancel and reissue this RFP in accordance with applicable laws and regulations.

4.3. State Right of Rejection

4.3.1. Subject to applicable laws and regulations, the State reserves the right to reject, at its sole discretion, any and all proposals.

4.3.2. The State may deem as non-responsive and reject any proposal that does not comply with all terms, conditions, and performance requirements of this RFP. Notwithstanding the foregoing, the State reserves the right to waive, at its sole discretion, a proposal's minor variances from full compliance with this RFP. If the State waives variances in a proposal, such waiver shall not modify the RFP requirements or excuse the Proposer from full compliance with such, and the State may hold any resulting Contractor to strict compliance with this RFP.

4.4. Assignment & Subcontracting

4.4.1. The Contractor may not subcontract, transfer, or assign any portion of the Contract awarded as a result of this RFP without prior approval of the State. The State reserves the right to refuse approval, at its sole discretion, of any subcontract, transfer, or assignment.

4.4.2. If a Proposer intends to use subcontractors, the proposal in response to this RFP must specifically identify the scope and portions of the work each subcontractor will perform (refer to RFP Attachment 6.2., Section B, General Qualifications & Experience Item B.14.).

4.4.3. Subcontractors identified within a proposal in response to this RFP will be deemed as approved by the State unless the State expressly disapproves one or more of the proposed subcontractors prior to signing the Contract.

4.4.4. The Contractor resulting from this RFP may only substitute another subcontractor for a proposed subcontractor at the discretion of the State and with the State's prior, written approval.

4.4.5. Notwithstanding any State approval relating to subcontracts, the Contractor resulting from this RFP will be the prime contractor and will be responsible for all work under the Contract.

4.5. Right to Refuse Personnel

The State reserves the right to refuse, at its sole discretion and notwithstanding any prior approval, any personnel of the prime contractor or a subcontractor providing service in the performance of a contract resulting from this RFP. The State will document in writing the reason(s) for any rejection of personnel.

4.6. Insurance

At any time, the State may require the Contractor resulting from this RFP to provide a valid, Certificate of

Insurance indicating current insurance coverage meeting minimum requirements as may be specified by this RFP. A failure to provide said documentation will be considered a material breach and grounds for contract termination.

4.7. Licensure

- 4.7.1. All persons, agencies, firms, or other entities that provide legal or financial opinions, which a Proposer provides for consideration and evaluation by the State as a part of a proposal in response to this RFP, shall be properly licensed to render such opinions.
- 4.7.2. Before the Contract resulting from this RFP is signed, the apparent successful Proposer (and Proposer employees and subcontractors, as applicable) must hold all necessary, appropriate business and professional licenses to provide service as required. The State may require any Proposer to submit evidence of proper licensure.

4.8. Disclosure of Proposal Contents

- 4.8.1. Each proposal and all materials submitted to the State in response to this RFP become the property of the State of Tennessee. Selection or rejection of a proposal does not affect this right. By submitting a proposal, a Proposer acknowledges and accepts that the full proposal contents and associated documents will become open to public inspection in accordance with the laws of the State of Tennessee.
- 4.8.2. The State will hold all proposal information, including both technical and cost information, in confidence during the evaluation process. Notwithstanding the foregoing, a list of actual Proposers submitting timely proposals may be available to the public, upon request, after technical proposals are opened.
- 4.8.3. Upon completion of proposal evaluations, indicated by public release of an Evaluation Notice, the proposals and associated materials will be open for review by the public in accordance with *Tennessee Code Annotated*, Section 10-7-504(a)(7).

4.9. Contract Approval and Contract Payments

- 4.9.1. This RFP and its contractor selection processes do not obligate the State and do not create rights, interests, or claims of entitlement in either the Proposer with the apparent best-evaluated proposal or any other Proposer. State obligations pursuant to a contract award shall commence only after the contract is signed by the State agency head and the Contractor and after the Contract is approved by all other state officials as required by applicable laws and regulations.
- 4.9.2. No payment will be obligated or made until the relevant Contract is approved as required by applicable statutes and rules of the State of Tennessee.
 - 4.9.2.1. The State shall not be liable for payment of any type associated with the Contract resulting from this RFP (or any amendment thereof) or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the Contract start date or after the Contract end date.
 - 4.9.2.2. All payments relating to this procurement will be made in accordance with the Payment Terms and Conditions of the Contract resulting from this RFP (refer to RFP Attachment 6.6., *Pro Forma Contract*, Section C).
 - 4.9.2.3. If any provision of the Contract provides direct funding or reimbursement for the competitive purchase of services or items to be delivered to the State as a component of contract performance or otherwise provides for the reimbursement of specified, actual costs, the State will employ all reasonable means and will require all such documentation

that it deems necessary to ensure that such purchases were competitive and costs were reasonable, necessary, and actual. The Contractor shall provide reasonable assistance and access related to such review. Further, the State shall not remit, as funding or reimbursement pursuant to such provisions, any amount(s) which it determines did not result from a reasonably competitive purchase or do not represent reasonable, necessary, and actual costs.

4.10. **Contractor Performance**

The Contractor resulting from this RFP will be responsible for the completion of all service set out in this RFP (including attachments) as may be amended. All service is subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that service is progressing and being performed in compliance with the Contract, and the Contractor must cooperate with such efforts.

4.11. **Contract Amendment**

During the course of a Contract pursuant to this RFP, the State may request the Contractor to perform additional work within the general scope of the Contract and this RFP, but beyond the specified scope of service, and for which the Contractor may be compensated. In such instances, the State will provide the Contractor a written description of the additional work. The Contractor must respond to the State with a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's proposal to this RFP. If the State and the Contractor reach an agreement regarding the work and associated compensation, such agreement must be effected by means of a Contract Amendment. Further, any such amendment requiring additional work must be signed by both the State agency head and the Contractor and must be approved by other state officials as required by applicable statutes and rules of the State of Tennessee. The Contractor must not commence additional work until the State has issued a written Contract Amendment with all required approvals.

4.12. **Severability**

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, said decision will not affect the validity of the remaining RFP terms and provisions, and the rights and obligations of the State and Proposers will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

5. PROPOSAL EVALUATION & CONTRACT AWARD

5.1. Evaluation Categories & Maximum Points

The State will consider qualifications, experience, technical approach, and cost in the evaluation of proposals and award points in each of the categories detailed below (up to the maximum evaluation points indicated) to each apparently responsive proposal.

EVALUATION CATEGORY	MAXIMUM POINTS POSSIBLE
General Qualifications & Experience (refer to RFP Attachment 6.2., Section B)	30
Technical Qualifications, Experience & Approach (refer to RFP Attachment 6.2., Section C)	40
Cost Proposal (refer to RFP Attachment 6.3.)	30

5.2. Evaluation Process

The proposal evaluation process is designed to award the contract resulting from this RFP not necessarily to the Proposer offering the lowest cost, but rather to the responsive and responsible Proposer offering the best combination of attributes based upon the evaluation criteria. ("Responsive Proposer" is defined as a Proposer that has submitted a proposal that conforms in all material respects to the RFP. "Responsible Proposer" is defined as a Proposer that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.)

5.2.1. **Technical Proposal Evaluation.** The RFP Coordinator and the Proposal Evaluation Team (consisting of three or more State employees) will use the RFP Attachment 6.2., Technical Proposal & Evaluation Guide to manage the Technical Proposal Evaluation and maintain evaluation records.

5.2.1.1. The State reserves the right, at its sole discretion, to request Proposer clarification of a Technical Proposal or to conduct clarification discussions with any or all Proposers. Any such clarification or discussion will be limited to specific sections of the proposal identified by the State. The subject Proposer must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by the State.

5.2.1.2. The RFP Coordinator will review each Technical Proposal to determine compliance with RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A— Mandatory Requirements. If the RFP Coordinator determines that a proposal may have failed to meet one or more of the mandatory requirements, the Proposal Evaluation Team will review the proposal and document the team's determination of whether:

- the proposal adequately meets requirements for further evaluation;
- the State will request clarifications or corrections; or,
- the State will determine the proposal non-responsive to the RFP and reject it.

5.2.1.3. Proposal Evaluation Team members will independently evaluate each Technical Proposal (that appears responsive to the RFP) against the evaluation criteria in this RFP, rather than against other proposals and will score each in accordance with the RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B and Section C.

5.2.1.4. For each proposal evaluated, the RFP Coordinator will calculate the average of the Proposal Evaluation Team member scores for RFP Attachment 6.2., Technical Proposal

& Evaluation Guide, Section B and for Section C, and record each average as the proposal score for the respective Technical Proposal section.

5.2.1.5. Before Cost Proposals are opened, the Proposal Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each Proposer is responsive and responsible. If the Proposal Evaluation Team identifies any Proposer that appears not to meet the responsive and responsible thresholds such that the team would not recommend the Proposer for Cost Proposal Evaluation and potential contract award, the team members will fully document the determination.

5.2.2. **Cost Proposal Evaluation.** The RFP Coordinator will open for evaluation the Cost Proposal of each apparently responsive and responsible Proposer that the Proposal Evaluation Team has effectively recommended for potential contract award and will calculate and record each Cost Proposal score in accordance with the RFP Attachment 6.3., Cost Proposal & Scoring Guide.

5.2.3. **Total Proposal Score.** The RFP Coordinator will calculate the sum of the Technical Proposal section scores and the Cost Proposal score and record the resulting number as the total score for the subject Proposal (refer to RFP Attachment 6.5., Proposal Score Summary Matrix).

5.3. Contract Award Process

5.3.1 The RFP Coordinator will submit the Proposal Evaluation Team determinations and proposal scores to the head of the procuring agency for consideration along with any other relevant information that might be available and pertinent to contract award.

5.3.2. The procuring agency head will determine the apparent best-evaluated proposal. (To effect a contract award to a Proposer other than the one receiving the highest evaluation process score, the head of the procuring agency must provide written justification and obtain the written approval of the Commissioner of Finance and Administration and the Comptroller of the Treasury.)

5.3.3. The State reserves the right to make an award without further discussion of any proposal.

5.3.4. The State will issue an Evaluation Notice identifying the apparent best-evaluated proposal and make the RFP files available for public inspection at the time and date specified in the RFP Section 2, Schedule of Events.

NOTICE: The Evaluation Notice shall not create rights, interests, or claims of entitlement in either the Proposer with apparent best-evaluated proposal or any other Proposer.

5.3.5. The Proposer identified as offering the apparent best-evaluated proposal must sign a contract drawn by the State pursuant to this RFP. The contract shall be substantially the same as the RFP Attachment 6.6., *Pro Forma* Contract. The Proposer must sign said contract no later than the Contract Signature by Contractor Deadline detailed in the RFP Section 2, Schedule of Events. If the Proposer fails to provide the signed contract by the deadline, the State may determine that the Proposer is non-responsive to this RFP and reject the proposal.

5.3.6. Notwithstanding the foregoing, the State may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the *pro forma* contract terms and conditions or performance requirements in the State's best interests, PROVIDED THAT such revision of terms and conditions or performance requirements shall NOT materially affect the basis of proposal evaluations or negatively impact the competitive nature of the RFP and contractor selection process.

5.3.7. If the State determines that a proposal is non-responsive and rejects it after opening Cost Proposals, the RFP Coordinator will re-calculate scores for each remaining responsive Cost Proposal to determine (or re-determine) the apparent best-evaluated proposal.

RFP # 33501-10147 PROPOSAL STATEMENT OF CERTIFICATIONS AND ASSURANCES

The Proposer must sign and complete the Proposal Statement of Certifications and Assurances below as required, and it must be included in the Technical Proposal (as required by RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section A, Item A.1.).

The Proposer does, hereby, expressly affirm, declare, confirm, certify, and assure ALL of the following:

1. The Proposer will comply with all of the provisions and requirements of the RFP.
2. The Proposer will provide all services as defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma Contract* for the total contract period.
3. The Proposer accepts and agrees to all terms and conditions set out in the RFP Attachment 6.6., *Pro Forma Contract*.
4. The Proposer acknowledges and agrees that a contract resulting from the RFP shall incorporate, by reference, all proposal responses as a part of the contract.
5. The Proposer will comply with:
 - (a) the laws of the State of Tennessee;
 - (b) Title VI of the federal Civil Rights Act of 1964;
 - (c) Title IX of the federal Education Amendments Act of 1972;
 - (d) the Equal Employment Opportunity Act and the regulations issued there under by the federal government; and,
 - (e) the Americans with Disabilities Act of 1990 and the regulations issued there under by the federal government.
6. To the knowledge of the undersigned, the information detailed within the proposal submitted in response to the RFP is accurate.
7. The proposal submitted in response to the RFP was independently prepared, without collusion, under penalty of perjury.
8. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the RFP or any resulting contract.
9. Both the Technical Proposal and the Cost Proposal submitted in response to the RFP shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract pursuant to the RFP.

By signing this Proposal Statement of Certifications and Assurances, below, the signatory also certifies legal authority to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If the signatory is not the Proposer (if an individual) or the Proposer's company *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to bind the proposing entity.

DO NOT SIGN THIS DOCUMENT IF YOU ARE NOT LEGALLY AUTHORIZED TO BIND THE PROPOSING ENTITY

SIGNATURE:

PRINTED NAME & TITLE:

DATE:

PROPOSER LEGAL ENTITY NAME:

PROPOSER FEDERAL EMPLOYER IDENTIFICATION NUMBER (or SSN):

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION A: MANDATORY REQUIREMENTS. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

The RFP Coordinator will review the proposal to determine if the Mandatory Requirement Items are addressed as required and mark each with pass or fail. For each item that is not addressed as required, the Proposal Evaluation Team must review the proposal and attach a written determination. In addition to the Mandatory Requirement Items, the RFP Coordinator will review each proposal for compliance with all RFP requirements.

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
		The Proposal must be delivered to the State no later than the Proposal Deadline specified in the RFP Section 2, Schedule of Events.	
		The Technical Proposal and the Cost Proposal documentation must be packaged separately as required (refer to RFP Section 3.2., <i>et. seq.</i>).	
		The Technical Proposal must NOT contain cost or pricing information of any type.	
		The Technical Proposal must NOT contain any restrictions of the rights of the State or other qualification of the proposal.	
		A Proposer must NOT submit alternate proposals.	
		A Proposer must NOT submit multiple proposals in different forms (as a prime and a sub-contractor).	
	A.1.	Provide the Proposal Statement of Certifications and Assurances (RFP Attachment 6.1.) completed and signed by an individual empowered to bind the Proposer to the provisions of this RFP and any resulting contract. The document must be signed without exception or qualification.	
	A.2.	Provide a statement, based upon reasonable inquiry, of whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (e.g., employment by the State of Tennessee) and, if so, the nature of that conflict. NOTE: Any questions of conflict of interest shall be solely within the discretion of the State, and the State reserves the right to cancel any award.	
	A.3.	Provide a current bank reference indicating that the Proposer's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months.	
	A.4.	Provide two current positive credit references from vendors with which the Proposer has done business written in the form of standard business letters, signed, and dated within the past three (3) months. Delete or revise	
	A.5.	Provide EITHER : (a) an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer (NOTE: A credit bureau report number without the full report is insufficient and will <u>not</u> be considered responsive.); OR (b) a Dun & Bradstreet short-form report, verified and dated within the last three (3) months and indicating a positive credit rating for the Proposer.	

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section A— Mandatory Requirement Items	Pass/Fail
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>			

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION B: GENERAL QUALIFICATIONS & EXPERIENCE. The Proposer must address all items detailed below and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below. Proposal Evaluation Team members will independently evaluate and assign one score for all responses to Section B— General Qualifications & Experience Items.

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.1.	Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the State should contact regarding the proposal.
	B.2.	Describe the Proposer's form of business (<i>i.e.</i> , individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company) and business location (physical location or domicile).
	B.3.	Detail the number of years the Proposer has been in business.
	B.4.	Briefly describe how long the Proposer has been performing the services required by this RFP.
	B.5.	Describe the Proposer's number of employees, client base, and location of offices.
	B.6.	Provide a statement of whether there have been any mergers, acquisitions, or sales of the Proposer within the last ten years. If so, include an explanation providing relevant details.
	B.7.	Provide a statement of whether the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent contractors, or subcontractors, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony. If so, include an explanation providing relevant details.
	B.8.	Provide a statement of whether, in the last ten years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
	B.9.	<p>Provide a statement of whether there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>
	B.10.	<p>Provide a statement of whether there are any pending or in progress Securities Exchange Commission investigations involving the Proposer. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it will impair the Proposer's performance in a contract pursuant to this RFP.</p> <p>NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The State may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.</p>

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
	B.11.	Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (e.g., prior experience, training, certifications, resources, program and quality management systems, etc.).
	B.12.	Provide a narrative description of the proposed project team, its members, and organizational structure along with an organizational chart identifying the key people who will be assigned to accomplish the work required by this RFP, illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.
	B.13.	Provide a personnel roster listing the names of key people who the Proposer will assign to perform duties or services required by this RFP along with the estimated number of hours that each individual will devote to that performance. Follow the personnel roster with a resume for each of the people listed. The resumes must detail the individual's title, education, current position with the Proposer, and employment history.
	B.14.	Provide a statement of whether the Proposer intends to use subcontractors to accomplish the work required by this RFP, and if so, detail: <ul style="list-style-type: none"> (a) the names of the subcontractors along with the contact person, mailing address, telephone number, and e-mail address for each; (b) a description of the scope and portions of the work each subcontractor will perform; and (c) a statement specifying that each proposed subcontractor has expressly assented to being proposed as a subcontractor in the Proposer's response to this RFP.
	B.15.	Provide documentation of the Proposer's commitment to diversity as represented by its business strategy, business relationships, and workforce— this documentation should detail <u>all</u> of the following: <ul style="list-style-type: none"> (a) a description of the Proposer's existing programs and procedures designed to encourage and foster commerce with business enterprises owned by minorities, women, persons with a disability and small business enterprises; (b) a listing of the Proposer's current contracts with business enterprises owned by minorities, women, persons with a disability and small business enterprises, including the following information: <ul style="list-style-type: none"> (i) contract description and total value (ii) contractor name and ownership characteristics (i.e., ethnicity, sex, disability) (iii) contractor contact and telephone number; (c) an estimate of the level of participation by business enterprises owned by minorities, women, persons with a disability and small business enterprises in a contract awarded to the Proposer pursuant to this RFP, including the following information: <ul style="list-style-type: none"> (i) participation estimate (expressed as a percent of the total contract value that will be dedicated to business with subcontractors and supply contractors having such ownership characteristics — PERCENTAGES ONLY — DO NOT INCLUDE DOLLAR AMOUNTS) (ii) descriptions of anticipated contracts (iii) names and ownership characteristics (i.e., ethnicity, sex, disability) of anticipated subcontractors and supply contractors anticipated; and (d) the percent of the Proposer's total current employees by ethnicity, sex, and disability. <p>NOTE: Proposers that demonstrate a commitment to diversity will advance State efforts to expand opportunity to do business with the State as contractors and sub-contractors. Proposal evaluations will recognize the positive qualifications and experience of a Proposer that does business with enterprises owned by minorities, women, persons with a disability and small business enterprises and that offers a diverse workforce to meet service needs.</p>
	B.16.	Provide a statement of whether or not the Proposer has any current contracts with the State of Tennessee or has completed any contracts with the State of Tennessee within the previous 5-year period. If so, provide the following information for all of the current and completed contracts:

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:		
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items
		<p>(a) the name, title, telephone number and e-mail address of the State contact knowledgeable about the contract;</p> <p>(b) the procuring State agency name;</p> <p>(c) a brief description of the contract's scope of services;</p> <p>(d) the contract term; and</p> <p>(e) the contract number.</p> <p>NOTES:</p> <ul style="list-style-type: none"> Current or prior contracts with the State are <u>not</u> a prerequisite and are <u>not</u> required for the maximum evaluation score, and the existence of such contracts with the State will <u>not</u> automatically result in the addition or deduction of evaluation points. Each evaluator will generally consider the results of inquiries by the State regarding all contracts noted.
	B.17.	<p>Provide customer references from individuals (who are <u>not</u> current or former officials or staff of the State of Tennessee) for projects similar to the services sought under this RFP and which represent:</p> <ul style="list-style-type: none"> two (2) of the larger accounts currently serviced by the Proposer, <u>and</u> three (3) completed projects. <p>All references must be provided in the form of standard reference questionnaires that have been fully completed by the individual providing the reference as required. The standard reference questionnaire, which <u>must</u> be used and completed as required, is detailed at RFP Attachment 6.4. References that are not completed as required will be considered non-responsive and will not be considered.</p> <p>The Proposer will be <u>solely</u> responsible for obtaining the fully completed reference questionnaires, and for including them within the Proposer's sealed Technical Proposal. In order to obtain and submit the completed reference questionnaires, as required, follow the process detailed below.</p> <p>(a) "Customize" the standard reference questionnaire at RFP Attachment 6.4. by adding the subject Proposer's name, and make exact duplicates for completion by references.</p> <p>(b) Send the customized reference questionnaires to each individual chosen to provide a reference along with a new standard #10 envelope.</p> <p>(c) Instruct the person that will provide a reference for the Proposer to:</p> <ol style="list-style-type: none"> complete the reference questionnaire (on the form provided or prepared, completed, and printed using an exact duplicate of the document); sign <u>and</u> date the completed, reference questionnaire; seal the completed, signed, and dated, reference questionnaire within the envelope provided; sign his or her name in ink across the sealed portion of the envelope; and return the sealed envelope containing the completed reference questionnaire directly to the Proposer (the Proposer may wish to give each reference a deadline, such that the Proposer will be able to collect all required references in time to include them within the sealed Technical Proposal). <p>(d) <u>Do NOT open the sealed references upon receipt.</u></p> <p>(e) Enclose all <u>sealed</u> reference envelopes within a larger, labeled envelope for inclusion in the Technical Proposal as required.</p> <p>NOTES:</p> <ul style="list-style-type: none"> The State will not accept late references or references submitted by any means other than that which is described above, and each reference questionnaire submitted must be completed as required. The State will not review more than the number of required references indicated above. While the State will base its reference check on the contents of the sealed reference envelopes included in the Technical Proposal package, the State reserves the right to confirm and clarify information detailed in the completed reference questionnaires, and may consider clarification responses in the evaluation of references. The State is under <u>no</u> obligation to clarify any reference information.

RFP ATTACHMENT 6.2. — SECTION B (continued)

PROPOSER LEGAL ENTITY NAME:			
Proposal Page # (Proposer completes)	Item Ref.	Section B— General Qualifications & Experience Items	
SCORE (for <u>all</u> Section B—Qualifications & Experience Items above): (maximum possible score = 40)			
State Use – Evaluator Identification:			

RFP ATTACHMENT 6.2. — SECTION C

TECHNICAL PROPOSAL & EVALUATION GUIDE

SECTION C: TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH. The Proposer must address all items (below) and provide, in sequence, the information and documentation as required (referenced with the associated item references). The Proposer must also detail the proposal page number for each item in the appropriate space below.

A Proposal Evaluation Team, made up of three or more State employees, will independently evaluate and score the proposal's response to each item. Each evaluator will use the following whole number, raw point scale for scoring each item:

0 = little value 1 = poor 2 = fair 3 = satisfactory 4 = good 5 = excellent

The RFP Coordinator will multiply the Item Score by the associated Evaluation Factor (indicating the relative emphasis of the item in the overall evaluation). The resulting product will be the item's raw, weighted score for purposes of calculating the section score as indicated.

PROPOSER LEGAL ENTITY NAME:					
Proposal Page # (Proposer completes)	Item Ref.	Section C— Technical Qualifications, Experience & Approach Items	Item Score	Evaluation Factor	Raw Weighted Score
	C.1.	Provide a narrative that illustrates the Proposer's understanding of the State's requirements and project schedule.		1	
	C.2.	Provide a narrative that illustrates how the Proposer will complete the scope of services, accomplish required objectives, and meet the State's project schedule.		1	
	C.3.	Provide a narrative that illustrates how the Proposer will manage the project, ensure completion of the scope of services, and accomplish required objectives within the State's project schedule.		1	
<i>The RFP Coordinator will use this sum and the formula below to calculate the section score. All calculations will use and result in numbers rounded to two (2) places to the right of the decimal point.</i>					Total Raw Weighted Score: <i>(sum of Raw Weighted Scores above)</i>
Total Raw Weighted Score <hr/> Maximum Possible Raw Weighted Score <i>(i.e., 5 x the sum of item weights above)</i>					X 30 <i>(maximum possible score)</i> = SCORE:
<i>State Use – Evaluator Identification:</i>					
<i>State Use – RFP Coordinator Signature, Printed Name & Date:</i>					

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE**NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED**

COST PROPOSAL SCHEDULE— The Cost Proposal, detailed below, shall indicate the proposed price for the entire scope of service including all services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period as detailed. The Cost Proposal shall remain valid for at least 120 days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Proposer.

Notwithstanding the cost items herein, pursuant to the second paragraph of the pro forma contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the proposing entity to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the proposing entity.

PROPOSER SIGNATURE:													
PRINTED NAME & TITLE:													
DATE:													
PROPOSER LEGAL ENTITY NAME:													
Cost Item Description													
Physical Examination – Special Agent or Applicant		4/1/2010 → 3/31/2011	4/1/2011 → 3/31/2012	4/1/2012 → 3/31/2013	4/1/2013 → 3/31/2014	4/1/2014 → 3/31/2015	Sum	Evaluation Factor	Evaluation Cost (sum x factor)				
		\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each		140					

PROPOSER LEGAL ENTITY NAME:		Proposed Cost					State Use ONLY		
Cost Item Description	4/1/2010 → 3/31/2011	4/1/2011 → 3/31/2012	4/1/2012 → 3/31/2013	4/1/2013 → 3/31/2014	4/1/2014 → 3/31/2015	Sum	Evaluation Factor	Evaluation Cost (sum x factor)	
Pre-employment Drug & Alcohol Screen	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each		10		
Follow-up Drug Test to Confirm Initial Positive Test Results	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each		3		
TOTAL EVALUATION COST AMOUNT (sum of evaluation costs above): The RFP Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.									
<div style="display: flex; justify-content: space-between;"> <div>lowest evaluation cost amount from <u>all</u> proposals</div> <div>evaluation cost amount being evaluated</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div> $\frac{\text{lowest evaluation cost amount from all proposals}}{\text{evaluation cost amount being evaluated}} \times 30$ </div> <div> $\frac{\text{SCOR E:}}{\text{maximum possible score}}$ </div> </div>									
State Use – RFP Coordinator Signature, Printed Name & Date:									

RFP ATTACHMENT 6.4.**REFERENCE QUESTIONNAIRE**

The standard reference questionnaire provided on the following pages of this attachment MUST be completed by all individuals offering a reference for the Proposer.

The Proposer will be solely responsible for obtaining completed reference questionnaires as required (refer to RFP Attachment 6.2., Technical Proposal & Evaluation Guide, Section B, Item B.17.), and for enclosing the sealed reference envelopes within the Proposer's Technical Proposal.

RFP # 33501-10147 PROPOSAL REFERENCE QUESTIONNAIRE

REFERENCE SUBJECT:

The "reference subject" specified above, intends to submit a proposal to the State of Tennessee in response to the Request for Proposals (RFP) indicated. As a part of such proposal, the reference subject must include a number of completed and sealed reference questionnaires (using this form).

Each individual responding to this reference questionnaire is asked to follow these instructions:

- complete this questionnaire (either using the form provided or an exact duplicate of this document);
- sign and date the completed questionnaire;
- seal the completed, signed, and dated questionnaire in a new standard #10 envelope;
- sign in ink across the sealed portion of the envelope; and
- return the sealed envelope containing the completed questionnaire directly to the reference subject.

(1) What is the name of the individual, company, organization, or entity responding to this reference questionnaire?

(2) Please provide the following information about the individual completing this reference questionnaire on behalf of the above-named individual, company, organization, or entity.

NAME:

TITLE:

TELEPHONE #

E-MAIL

ADDRESS:

(3) What services does /did the reference subject provide to your company or organization?

(4) What is the level of your overall satisfaction with the reference subject as a vendor of the services described above?

Please respond by circling the appropriate number on the scale below.

1

2

3

4

5

least satisfied ———— | ———— | ———— | ———— | ———— | ———— most satisfied

RFP # 33501-10147 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 2

If you circled 3 or less above, what could the reference subject have done to improve that rating?

- (5) If the services that the reference subject provided to your company or organization are completed, were the services completed in compliance with the terms of the contract, on time, and within budget? If not, please explain.

- (6) If the reference subject is still providing services to your company or organization, are these services being provided in compliance with the terms of the contract, on time, and within budget? If not, please explain.

- (7) How satisfied are you with the reference subject's ability to perform based on your expectations and according to the contractual arrangements?

- (8) In what areas of service delivery does /did the reference subject excel?

- (9) In what areas of service delivery does /did the reference subject fall short?

- (10) What is the level of your satisfaction with the reference subject's project management structures, processes, and personnel?

Please respond by circling the appropriate number on the scale below.

1 2 3 4 5

least satisfied ———— | ———— | ———— | ———— | ———— | ———— most satisfied

What, if any, comments do you have regarding the score selected above?

RFP # 33501-10147 PROPOSAL REFERENCE QUESTIONNAIRE — PAGE 3

- (11) Considering the staff assigned by the reference subject to deliver the services described in response to question 3 above, how satisfied are you with the technical abilities, professionalism, and interpersonal skills of the individuals assigned?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

- (12) Would you contract again with the reference subject for the same or similar services?

Please respond by circling the appropriate number on the scale below.

	1	2	3	4	5	
least satisfied						most satisfied

What, if any, comments do you have regarding the score selected above?

REFERENCE SIGNATURE:

(by the individual completing this request for reference information)

(must be the same as the signature across the envelope seal)

DATE:

RFP ATTACHMENT 6.5.

PROPOSAL SCORE SUMMARY MATRIX

	PROPOSER NAME		PROPOSER NAME		PROPOSER NAME	
GENERAL QUALIFICATIONS & EXPERIENCE (maximum: 30)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
TECHNICAL QUALIFICATIONS, EXPERIENCE & APPROACH (maximum: 40)						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
EVALUATOR NAME						
	AVERAGE:		AVERAGE:		AVERAGE:	
COST PROPOSAL (maximum: 30)	SCORE:		SCORE:		SCORE:	
TOTAL PROPOSAL EVALUATION SCORE: (maximum: 100)						
RFP Coordinator Signature, Printed Name & Date:						

RFP # 33501-10147 *PRO FORMA* CONTRACT

The *pro forma* contract detailed in following pages of this Attachment contain some “blanks” (signified by descriptions in capital letters) that will be completed with appropriate information in the final contract resulting from the RFP.

CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
[CONTRACTOR NAME]

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, Fire Prevention Division, Bomb and Arson Section, hereinafter referred to as the "State" and [CONTRACTOR LEGAL ENTITY NAME], hereinafter referred to as the "Contractor," is for the provision of physical examinations and medical tests for Tennessee Bomb and Arson Special Agents and applicants for employment, as further defined in the "SCOPE OF SERVICES."

The Contractor is A/AN INDIVIDUAL, FOR-PROFIT CORPORATION, NON-PROFIT CORPORATION, SPECIAL PURPOSE CORPORATION OR ASSOCIATION, PARTNERSHIP, JOINT VENTURE, OR LIMITED LIABILITY COMPANY.

Contractor Federal Employer Identification or Social Security Number: ID NUMBER

Contractor Place of Incorporation or Organization: LOCATION

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.
- A.2. The Contractor shall provide physical examinations and conduct medical tests to evaluate fitness for duty and monitor exposure to hazardous materials of Bomb and Arson Special Agents.
- A.3. Physical examinations shall be performed as outlined in Exhibits 1 through 6 hereto and at a minimum include:
 - a. Screening Ultrasound - included as an extension of the physical examination; may indicate abnormalities of internal organs such as the thyroid gland, liver or kidneys that are not detectable by routine examination;
 - b. Complete Lab Pane - evaluation of blood counts, blood chemistries and urinalysis as set forth in Exhibit 6;
 - c. NMP22 - bladder test
 - d. Chest X-Ray - radiographic image of the chest structures including the heart and lungs; screens for conditions such as lung cancer, emphysema and heart enlargement.
 - e. Pulmonary Function Test - screens for conditions such as asthma, emphysema and weight-related decrease in lung capacity.
 - f. Audiometry - hearing test performed in a sound-proof booth.
 - g. Electrocardiogram (resting EKG of the heart) - screens for heart disease.
 - h. Vision Acuity Test
 - i. Body Composition Analysis - general indicator of the percentage of body that is composed of fat, which is related to risk of many health problems.
 - j. Body Mass Index (BMI)

- k. Physician Consult + health analysis & complete exam report
- A.4. Physical examinations shall meet the medical evaluation and monitoring requirements of the Occupational Safety and Health Administration ("OSHA") for Bomb and Arson operations requiring personal respiratory protection ("PRP").
- A.5. The Contractor shall review the employee or applicant individual medical history form (Exhibit 1) and certify by signing such document that, based on the information recorded, the individual is capable of meeting physical fitness requirements for the Special Agent position.
- A.6. The Contractor shall perform consultative examinations with a written report (second opinion) as necessary or required by the State. The same core examination administered for pre-employment applicants shall be administered for current employees. The written report shall certify whether an employee is physically capable of performing his or her essential job functions. Except where prior approval has been given by the State, any additional lab work, x-rays, or other tests ordered by the physician will be at the expense of the individual for whom such work or tests is requested rather than the State.
- A.7. Results of each physical examination shall be delivered to the Director of the Bomb and Arson Section, with a copy to the Special Agent examined, by U.S. mail within thirty (30) calendar days of the date the examination is conducted.
- A.8. The Contractor will be responsible for providing a medical review board for the department for the purpose of periodic documentary review of medical records in accordance with Tennessee law. Such documents, including physician statements, will be sent by the State to the Contractor and are to be returned with a written recommendation on the form provided following evaluation.
- A.9. The Contractor shall provide consultation to the State regarding medical related inquiries pertaining to any physical examination or test performed under this Contract.
- A.10. The Contractor must perform a nine-panel drug screen on all (pre-employment) applicants as specified in Exhibit 2. A second (confirmation) drug test shall be conducted in the event initial test results are positive. Results of drug tests shall be reported to the Director of the Bomb and Arson Section in writing within seventy-two (72) hours.
- A.11. The Contractor shall provide the State all labor, materials and equipment necessary for physical examinations and tests, including collection, transportation to a laboratory, EMIT analysis, GC/MS confirmation by a SAMHSA-certified laboratory and a test review by a Medical Review Officer, as required.
- A.12. All examinations performed under this Contract shall be performed in Nashville, Tennessee.

B. CONTRACT TERM:

This Contract shall be effective for the period commencing on April 1, 2010 and ending on March 30, 2015. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed WRITTEN DOLLAR AMOUNT (\$NUMBER). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or

any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The maximum liability of the State under this Contract is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.
- The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
 - The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	AMOUNT				
	(per compensable increment)				
	4/1/2010 → 3/31/2011	4/1/2011 → 3/31/2012	4/1/2012 → 3/31/2013	4/1/2013 → 3/31/2014	4/1/2014 → 3/31/2015
Physical Examination – Special Agents & Applicants for Employment (Section A.3., Exhibits 1-6)	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each
Pre-employment Drug Screening (Section A.10)	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each
Follow-up Drug Test to Confirm Initial Positive Test Results (Section A.10.)	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each	\$ ____ / each

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in Section C.3, above, and as required below prior to any payment.
- The Contractor shall submit invoices no more often than monthly, with all necessary supporting documentation, to:

Director
Tennessee Bomb and Arson Section
1210 Foster Avenue
Nashville, TN 37210
Bob.pollard@tn.gov (Special Agent in Charge)

Telephone # 615 741-3030
Fax # (615) 741-1217

- b. The Contractor agrees that each invoice submitted shall clearly and accurately (all calculations must be extended and totaled correctly) detail the following required information.
- (1) Invoice/Reference Number (assigned by the Contractor);
 - (2) Invoice Date;
 - (3) Invoice Period (period to which all invoiced charges are applicable);
 - (4) Contract Number (assigned by the State to this Contract);
 - (5) Account Name: Department of Commerce and Insurance, Division of Fire Prevention, Bomb and Arson Section;
 - (6) Account/Customer Number (uniquely assigned by the Contractor to the above-referenced Account Name);
 - (7) Contractor Name;
 - (8) Contractor Federal Employer Identification Number or Social Security Number (as referenced in this Contract);
 - (9) Contractor Contact (name, phone, and/or fax for the individual to contact with billing questions);
 - (10) Contractor Remittance Address;
 - (11) Complete Itemization of Charges, which shall detail the following:
 - i. Service or Milestone Description (including name /title as applicable) of each service invoiced;
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced;
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced;
 - iv. Amount Due by Service; and
 - v. Total Amount Due for the invoice period.
- c. The Contractor understands and agrees that an invoice to the State under this Contract shall:
- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
 - (2) not include any future work but will only be submitted for completed service; and
 - (3) not include sales tax or shipping charges.
- d. The Contractor agrees that timeframe for payment (and any discounts) begins when the State is in receipt of each invoice meeting the minimum requirements above.
- e. The Contractor shall complete and sign a "Substitute W-9 Form" provided to the Contractor by the State. The taxpayer identification number contained in the Substitute W-9 submitted to the State shall agree to the Federal Employer Identification Number or Social Security Number referenced in this Contract for the Contractor. The Contractor shall not invoice the State for services until the State has received this completed form.
- C.6. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of

audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

- C.8. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any Contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.9. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other Contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall,

upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.8. Prohibition of Illegal Immigrants. The requirements of Public Acts of 2006, Chapter Number 878, of the state of Tennessee, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment 1, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
- b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
- c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
- d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of Public Chapter 878 of 2006 for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
- e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.

D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.

D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance

with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401 *et seq.*

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

- D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Director
Tennessee Bomb and Arson Section
1210 Foster Avenue
Nashville, TN 37210
Bob.pollard@tn.gov (Special Agent in Charge)
Telephone # 615 741-3030
Fax # (615) 741-1217

The Contractor:

NAME & TITLE OF CONTRACTOR CONTACT PERSON
CONTRACTOR NAME
ADDRESS
EMAIL ADDRESS
Telephone # NUMBER
FAX # NUMBER

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

- E.3. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.4 Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of *Tennessee Code Annotated*, Section 12-7-101, *et. seq.*, shall be printed unless a printing authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.5. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.6. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information provided to the Contractor by the State or acquired by the Contractor on behalf of the State whether verbal, written, magnetic tape, cards or otherwise shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

E.7. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce

the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.9. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the Tennessee "Children's Act for Clean Indoor Air of 1995," the Contractor shall prohibit smoking of tobacco products within any indoor premises in which services are provided pursuant to this Contract to individuals under the age of eighteen (18) years. The Contractor shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Contract.
- E.10. Contractor Commitment to Diversity. The Contractor shall comply with and make reasonable business efforts to exceed the commitment to diversity represented by the Contractor's proposal responding to RFP # 33501-10147 (Attachment 6.2, Section B, Item B.15.) and resulting in this Contract.

The Contractor shall assist the State in monitoring the Contractor's performance of this commitment by providing, as requested, a quarterly report of participation in the performance of this Contract by small business enterprises and businesses owned by minorities, women, and persons with a disability. Such reports shall be provided to the state of Tennessee Governor's Office of Business Diversity Enterprise in form and substance as required by said office.

- E.11. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

IN WITNESS WHEREOF,

CONTRACTOR LEGAL ENTITY NAME:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

TENNESSEE DEPARTMENT OF COMMERCE AND INSURANCE:

LESLIE A. NEWMAN, COMMISSIONER

DATE

APPLICANT'S MEDICAL HISTORY INFORMATION

INSTRUCTIONS TO APPLICANT:

Circle "Yes" if you now have, or have ever in the past had, the diseases, injuries, or disabilities listed on this form. Circle "No" if you have never experienced the disease, injury, or disability listed.

Use the blank spaces to explain any "Yes" answers, and to answer the last four (4) questions.

NOTE: ANY FALSE STATEMENT WILL DISQUALIFY YOU FROM FURTHER CONSIDERATION.

Name _____
(Last) (First) (Middle Initial)

Address _____

- | | | Yes | No |
|----|---------------------------|-----|----|
| 1. | Abdominal/Pelvic Disorder | | |

- | | | | |
|----|-----------|-----|----|
| 2. | Allergies | Yes | No |
|----|-----------|-----|----|

Allergy to what?

Have you ever had a medical condition as a result of pepper spray or any other chemical weapons?	Yes	No

What was the reaction?

- | | | | | |
|----|------------------------------|--|-----|----|
| 3. | Arthritis or Joint Problems? | | Yes | No |
|----|------------------------------|--|-----|----|

- | | | | |
|----|--------|-----|----|
| 4. | Asthma | Yes | No |
|----|--------|-----|----|

- | | | | |
|----|--------------|-----|----|
| 5. | Back Trouble | Yes | No |
|----|--------------|-----|----|

- | | | | | |
|----|--------|--|-----|----|
| 6. | Cancer | | Yes | No |
|----|--------|--|-----|----|

- | | | | | |
|----|-------------|--|-----|----|
| 7. | Convulsions | | Yes | No |
|----|-------------|--|-----|----|

- | | | | |
|----|----------|-----|----|
| 8. | Diabetes | Yes | No |
|----|----------|-----|----|

Taking Insulin	Yes	No
----------------	-----	----

9.	Fainting Spells	Yes	No
<hr/>			
10.	Foot Trouble (flat feet, club foot, swelling of feet or ankles)	Yes	No
<hr/>			
11.	Headaches (Indicate frequency) _____	Yes	No
<hr/>			
12.	Heart Attack or Disease	Yes	No
<hr/>			
13.	Hernia	Yes	No
<hr/>			
14.	High Blood Pressure	Yes	No
<hr/>			
15.	Indigestion (indicate frequency) _____	Yes	No
<hr/>			
16.	Kidney Infection or Stones	Yes	No
<hr/>			
17.	Malaria	Yes	No
<hr/>			
18.	Peptic Ulcer	Yes	No
<hr/>			
19.	Pilonidal Cyst	Yes	No
<hr/>			
20.	Rheumatic Fever	Yes	No
<hr/>			
21.	Shortness of Breath	Yes	No
<hr/>			
22.	Tuberculosis	Yes	No
<hr/>			
23.	Varicose Veins	Yes	No
<hr/>			
24.	Have you ever had a neurological disorder such as epilepsy narcolepsy, palsy, paralysis, or vertigo?		Yes
	No		
<hr/>			
25.	Have you ever had a nervous breakdown or psychiatric disorder?		Yes
	No		
<hr/>			
26.	Have you been rejected for military service for physical reasons?	Yes	No
<hr/>			

27. Have you received a medical discharge from military service? Yes No

28. Have you been rejected for life insurance or offered a policy at a higher than standard rate?

Yes No

29. Have you ever received any disability claims? Yes No

30. Have you ever collected workman's compensation insurance? Yes No

31. Do you have any type of hearing impairment? Yes No

32. Do you have any physical impairment or disability? Yes No

33. Are you a tobacco user? Yes
No

If yes, what form? _____

If yes, how much? _____

If yes, how long? _____

33. List all serious injuries (indicate dates) _____

34. List all other severe illnesses (indicate dates) _____

35. List all operations (indicate dates) _____

36. List all current medications _____

***NOTE:** If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist, at the applicant's own expense, then must return for re-qualification within 30 days from the signing of this form.

This is to certify that to the best of our knowledge and belief that the applicant is not affected with any form of disease or disability which would interfere with the performance of the duties of the position for which they are applying and I/we, the applicant, authorize the release to, and the use by, the Tennessee Bomb and Arson Section of any medical record needed to verify the answers given in the medical history.

Signed this _____ day of _____, 20 ____.

Medical Examiner

Date

Signature of Applicant

Date

Please review and witness the applicant's medical history before completing this form. Where specific information is indicated, fill in the blanks. Circle "Yes" if the applicant is normal and meets the required physical standards. If the applicant does not meet the required standards, circle "No" and explain in the space provided.

 (Last) (First) (Middle Initial)

Body Composition _____ Ideal % _____

45

7. Ears _____ Yes No
 Hearing (Audiometry) Right _____ Left _____
 Hearing Aid Used? Yes No
 Drum perforation? Yes No
 Drainage? Yes No
 Describe any abnormality: _____

FREQUENCY	LEFT EAR	RIGHT EAR
500	dB	dB
1000	dB	dB
2000	dB	dB
3000	dB	dB
4000	dB	dB
SUM	dB	dB
AVERAGE	dB	dB

AUDIOMETRY WORKSHEET

(Note: 25 dB or below is considered normal hearing)

8. Nose _____ Yes No
9. Mouth _____ Teeth _____ Yes No
10. Throat _____ Yes No
 Neck _____ Yes No
 Thyroid _____ Nodes _____ Yes No
11. Chest _____ Yes No
 Heart _____
 Hop Test: Pulse Immediately _____ 3 minutes _____
 Lungs _____
 Tuberculin Test: Positive _____ Negative _____
- Note any evidence of pulmonary or cardiac disease or any other abnormality: _____

12. Abdomen _____ Yes No
 Hernia _____ Yes No
 Masses _____ Yes No
 Tenderness _____ Yes No
13. Anus _____ Yes No
 Hemorrhoids _____ Yes No
14. Skin _____ Yes No

15. Spine _____ Yes No

16. Extremities: Mobility _____ Yes No

Amputations _____ Deformities _____

Edema _____ Reflexes _____

Note any amputations and/or restricted use of extremities:

17. Laboratory _____ Yes No

Blood Type (RH Type and Screen) _____

Hepatitis B Antibody Surface Test _____

Remarks _____

OPTIONAL FOR BOMB AND ARSON SPECIAL AGENTS;
MANDATORY FOR NEW APPLICANTS (#18)

18. Drug Screening: Collected Date: _____ Results: _____ Yes No
(Nine Panel Test)

AT THE DISCRETION OF PHYSICIAN (#19 AND #20)

19. Chest X-Ray (PA View) _____ Yes No

20. Chest X-Ray (PA and Lateral Views) _____ Yes No

OPTIONAL FOR BOMB AND ARSON SPECIAL AGENTS;
MANDATORY FOR NEW APPLICANTS (#21)

21. Resting E.K.G. _____ Normal _____ Abnormal Yes No

Stress E.K.G. _____ Normal _____ Abnormal Yes No

MALE ONLY (#23)

23. Genitalia _____ Yes No

Variocoele _____ Hydrocele _____ Yes No

FEMALE ONLY (#24)

24. Breast Palpation _____ Yes No

Negative _____ Suspicious _____ Positive _____

Are menstrual periods regular Yes No

Excessive Bleeding Yes No

Number of pregnancies _____

25. Treadmill Stress Test

Name: _____

RESTING ECG

Interpretation

1 ☐ Normal 2 ☐ Equivocal 3 ☐ Abnormal

Rate _____ beats per minute

Rhythm

1 ☐ Normal sinus rhythm 4 ☐ Arrhythmia, Benign
2 ☐ Sinus Bradycardia 5 ☐ Arrhythmia, abnormal
3 ☐ Sinus tachycardia

Intervals (sec./100)

PR _____ QRS _____ QT _____ AXIS _____

Precautions: _____

Doctor _____ Tech _____

Allergies _____

Medications _____

Pred. Max. H.R. _____ 85% PMHR _____

Arrhythmias

Atrial

☐ None
☐ APC's
☐ Occasionally
☐ Frequently
☐ Supraventricular Tach.
☐ Other: _____

Ventricular

☐ None
☐ PVC's
☐ Occ. ☐ Freq.
☐ Unifocal ☐ Multifocal
☐ Bigeminy ☐ Other: _____

S-T Segment Changes

☐ None
☐ _____ mm.
☐ Upsloping
☐ Horizontal
☐ Downsloping
☐ Other: _____

☐ Cleared for Exercise
☐ Not Cleared for Exercise
☐ Cleared for Strength Test
☐ Not Cleared for Strength Test

Stage	Mets	Min.	H.R.	B.P.	P.E.	HANDS		COMMENTS
						On	Off	
Rest		0						
I	4.8	1						
1.7		2						
10%		3						
II	7.0	4						
2.5		5						
12%		6						
III	10.1	7						
3.4		8						
14%		9						
IV	12.9	10						
4.2		11						
16%		12						
V	15.0	13						
5.0		14						
18%		15						
VI	16.9	16						
5.5		17						
20%		18						

EXERCISE ECG

Interpretation 1 ☐ Normal 2 ☐ Equivocal 3 ☐ Abnormal

Test Protocol 1 ☐ Bruce 2 ☐ Balke

Exercise Response H.R. B.P. ST

Maximum effort _____

2 min recovery _____

5 min recovery _____

Total exercise time _____ minutes

Maximum work load _____ mph _____ %grade
or watts

METS _____ VO2 Max = _____

Fitness Category _____

% of predicted max HR achieved _____

Perceived exertion scale = _____

Test terminated due to:

☐ Max. Heart Rate Achieved ☐ General Fatigue
☐ Chest Pain/Pressure ☐ EKG Changes
☐ Dyspnea ☐ Lightheaded
☐ Hypertension ☐ Hypotension
☐ Calf Pain/Tightness ☐ Extra Systoles
☐ Other: _____

Conclusions: _____

26. RECOMMENDED FOR HIRE?

Yes No

(If no is marked for any of the preceding questions in this attachment, an explanation must be noted in this section)

Medical Examiner

Signature

Date

MEDICAL EXAMINATION FORM INSTRUCTIONS

INSTRUCTIONS TO MEDICAL EXAMINER:

- A. The medical examiner should check the applicant's answers on the medical history and obtain such additional information as he/she determines is necessary.
- B. All abnormalities of history or physical examination, whether or not considered disqualifying, should be recorded.
- C. Each applicant must meet the following standards:
 - 1. AGE
Minimum 21 years of age.
 - 2. WEIGHT
Should be in proportion to height.
 - 3. DEVELOPMENT
Applicant should be well proportioned and of good muscular development.
 - 4. BLOOD PRESSURE
Maximum recommended: 140 systolic or 90 diastolic (persistent).
 - 5. PULSE
Between 40 and 100 (resting).
 - 6. EYES
VISUAL ACUITY
Uncorrected no worse than 20/100 and corrected 20/20 in one and not worse than 20/30 in the other.

VISUAL DISTURBANCE
Anyone with a visual disturbance that might impair applicant's ability to function.

HORIZONTAL VISUAL FIELDS TESTING (PERIPHERAL)
Anyone with field of vision less than a score of 85 (normal temporal peripheral vision) should be not considered to meet the minimum job requirements.

COLOR VISION
The unaided eye shall be tested using the Ishihara Test for color blindness. If a candidate fails the Ishihara, he/she must pass the Farnsworth Dichotomous D-15 Test. Any candidate that fails both, should be considered not able to meet the minimum job requirements.
 - 7. HEARING
A hearing test will be required in a sound treated booth administered by a Certified Audiometric Technician. Hearing ability in the worst ear uncorrected, equal to or better than 40 decibels determined as an average of the following frequencies: 500, 1000, 2000, 3000, and 4,000 hertz.
 - 8. NOSE
Nose must be free of deformity internally so that breathing is unobstructed.

9. MOUTH
The mouth must be free from deformities or conditions that interfere with distinct speech or that predispose to diseases of the ear, nose or throat.
10. THROAT
There must be no disease or hypertrophy of tonsils which might impair duty as a Bomb and Arson Special Agents.
- NECK
Thyroid - list any characteristics that may be disqualifying.
- NODES
Enlargement requires study to establish cause. Acceptable if benign.
11. CHEST
HEART
The action of the heart should be unlabored and steady, its rhythm regular, and free from organic changes. Arteriosclerosis, cardiac enlargement, valvular lesion, uncontrolled hypertension, or active cardiovascular disease of any kind are disqualifying.
- LUNGS
Respiration must be unlabored and regular. The breath sounds must be clear and distinct, over both lungs, and tuberculosis or other active pulmonary disease must not be present.
12. ABDOMEN
Examine for tenderness, masses, enlarged organs, and muscle tone.
- HERNIA
Actual hernia in any form must reject. A repaired hernia with no residual disability is acceptable.
13. ANUS
Hemorrhoids, if they interfere with the function of the position the applicant is applying for, may disqualify.
14. SKIN
Applicant must be free of lesions, large nevi, or scars which are apt to become ulcerated, and parasitic or systemic skin diseases, such as eczema, psoriasis, lupus, etc., if it interferes with the duties of the position the applicant is applying for.
15. SPINE
Pronounced scoliosis, kyphosis, or other back disability is disqualifying.
16. EXTREMITIES
Applicant must be free from amputations that would prevent from performing major job functions, arthritis, diseases of the joints, carpal tunnel, sprains, stiffness, or other conditions, such as flat feet, etc., which would prevent the proper and easy performance of duty. Stasis ulcer or large varicose veins might disqualify.
17. DRUG SCREENING
Use of illicit drugs not prescribed by a physician is disqualifying.
18. GENITALIA
Must be free from deformities and marked varicocele, hydrocele, enlargement of the testicle, stricture, or urinary incontinence.

19. BREAST PALPATION
Any suspicious masses or lumps should be investigated.
20. ELECTROCARDIOGRAM
Should be normal or any variations from normal explained with regards to prior cardiac history or impairment.

***Note:** If any aid or additional testing is needed to qualify, applicant will be referred to their personal physician or specialist. Additional testing shall be at the applicant's own expense.

PHYSICAL DEMANDS ANALYSIS

Name _____
(Last) (First) (Middle Initial)

Address _____

- | 1. STANDING AND WALKING | | YES | NO |
|-------------------------|-------------------------|-----|----|
| 1 | 1. STANDING AND WALKING | | |

Ability to stand and walk on a variety of surfaces including concrete, gravel, dirt, and uneven terrain, such as wooded areas, for up to eight (8) hours per day. The maximum continuous time could be four (4) hours while investigating fire and explosive scenes and/or arresting an individual.

2. SITTING YES NO

Ability to sit for up to eight (8) hours per day while operating an automobile with backrest and armrest. The maximum continuous time could be four (4) hours.

- | 3. LIFTING/CARRYING | | YES | NO |
|---------------------|--|-----|----|
| | | | |

Ability to forcibly arrest an individual. The applicant must possess the physical ability and skill in defensive training to make an arrest. Each individual must be able to produce unique levels of force as required. Objects lifted can vary from victims to debris from a fire or explosive scene. The weight of the objects will vary from a very lightweight piece of debris to a very large person who weighs 300 or more pounds that must be removed from a fire or explosive scene and carried to safety.

4. PUSHING/PULLING YES NO

Ability to forcibly arrest an individual. The applicant must possess the physical ability and skill in defensive training to make an arrest. Each individual must be able to produce unique levels of force as required. Objects lifted can vary from victims to debris from a fire or explosive scene. Weight of objects will vary from a very lightweight piece of debris to very large person weighing 300 or more pounds that must be removed from a fire or explosives scene.

- | | | | |
|----|----------|-----|----|
| 5. | CLIMBING | YES | NO |
|----|----------|-----|----|

Ability to climb stairs, ladders, fences, or embankments.

- | | | | |
|----|----------------------------|-----|----|
| 6. | STOOPING/BENDING/SQUATTING | YES | NO |
|----|----------------------------|-----|----|

Ability to forcibly arrest someone or move behind an object for cover.

- | | | | | |
|----|----------|--|-----|----|
| 7. | REACHING | | YES | NO |
|----|----------|--|-----|----|

Ability to support the weight of a weapon (pistol or shotgun).

- | 8. | WORK CONDITIONS
(UP TO 80% INDOORS AND/OR UP TO 100% OUTDOORS) | YES | NO |
|----|---|-----|----|
| | | | |

Ability to work in the following conditions:

Hot temperatures
Cold temperatures
Sudden changes in temperatures
Fumes
High grip strength (using a firearm)
Sharp edges
Whole body vibration through seat of floor

9. OTHER JOB DEMANDS

YES NO

Job will require:

Crawling
Jumping
Lying on stomach
Twisting
Running (pursuing individual)
Neck flexion/extension
Cervical rotation
Driving a vehicle

10. TOOLS, EQUIPMENT, AND MATERIAL USED

YES NO

Two-way radio
Weapon
Automobile
Handcuffs
Measuring Devices
Assorted hand power tools used in excavation and reconstruction of fire and explosive scenes

Medical Examiner

Signature

Date

OSHA RESPIRATOR MEDICAL EVALUATION QUESTIONNAIRE

To the employer: **Answers to questions in Section 1, and to question 9 in Section 2 of Part A, do not require a medical examination.**

To the employee: **Can you read (circle one):** Yes No

Your employer must allow you to answer this questionnaire during normal working hours, or at a time and place that is convenient to you. To maintain your confidentiality, your employer or supervisor must not look at or review your answers, and your employer must tell you how to deliver or send this questionnaire to the health care professional who will review it.

Part A. Section 1. (Mandatory)

The following information must be provided by every employee who has been selected to use any type of respirator (please print).

1. Today's date:
2. Your name:
3. Your age (to nearest year):
4. Sex (circle one): Male/Female
5. Your height: _____ ft. _____ in.
6. Your weight: _____ lbs.
7. Your job title:
8. A phone number where you can be reached by the healthcare professional who reviews this questionnaire (include the Area Code):
9. The best time to phone you at this number:
10. Has your employer told you how to contact the health care professional who will review this questionnaire (circle one): Yes No
11. Check the type of respirator you will use (you can check more than one category):
 - a. _____ N, R, or P disposable respirator (filter-mask, non- cartridge type only).

b. _____ Other type (for example, half- or full-face piece type, powered-air purifying, supplied-air, self-contained breathing apparatus).

12. Have you worn a respirator (circle one): Yes No
If "yes," what type(s):

Part A. Section 2. (Mandatory)

Questions 1 through 9 below must be answered by every employee who has been selected to use any type of respirator (please circle "yes" or "no").

1. Do you currently smoke tobacco, or have you smoked tobacco in the last month:

Yes No

2. Have you ever had any of the following conditions?

a. Seizures (fits):

Yes No

b. Diabetes (sugar disease):

Yes No

c. Allergic reactions that interfere with your breathing:

Yes No

d. Claustrophobia (fear of closed-in places):

Yes No

e. Trouble smelling odors:

Yes No

3. Have you ever had any of the following pulmonary or lung problems?

a. Asbestosis:

Yes No

b. Asthma:

Yes No

c. Chronic bronchitis:

Yes No

d. Emphysema:

Yes No

e. Pneumonia:

Yes No

f. Tuberculosis:

Yes No

g. Silicosis:

Yes No

h. Pneumothorax (collapsed lung):

Yes No

i. Lung cancer:

Yes No

j. Broken ribs:

Yes No

k. Any chest injuries or surgeries:

Yes No

l. Any other lung problem that you've been told about:

Yes No

4. Do you currently have any of the following symptoms of pulmonary or lung illness?

a. Shortness of breath:

Yes No

b. Shortness of breath when walking fast on level ground or walking up a slight hill or incline:

Yes No

c. Shortness of breath when walking with other people at an ordinary pace on level ground:

Yes No

d. Have to stop for breath when walking at your own pace on level ground:

Yes No

e. Shortness of breath when washing or dressing yourself:

Yes No

f. Shortness of breath that interferes with your job:

Yes No

g. Coughing that produces phlegm (thick sputum):

Yes No

h. Coughing that wakes you early in the morning:

Yes No

i. Coughing that occurs mostly when you are lying down:

Yes No

j. Coughing up blood in the last month:

Yes No

k. Wheezing:

Yes No

l. Wheezing that interferes with your job:

Yes No

m. Chest pain when you breathe deeply:

Yes No

n. Any other symptoms that you think may be related to lung problems:

Yes No

5. Have you ever had any of the following cardiovascular or heart problems?

a. Heart attack:

Yes No

b. Stroke:

Yes No

c. Angina:

Yes No

d. Heart failure:

Yes No

e. Swelling in your legs or feet (not caused by walking):

Yes No

f. Heart arrhythmia (heart beating irregularly):

Yes No

g. High blood pressure:

Yes No

h. Any other heart problem that you've been told about:

Yes No

6. Have you ever had any of the following cardiovascular or heart symptoms?

a. Frequent pain or tightness in your chest:

Yes No

b. Pain or tightness in your chest during physical activity:

Yes No

c. Pain or tightness in your chest that interferes with your job:

Yes No

d. In the past two years, have you noticed your heart skipping or missing a beat:

Yes No

e. Heartburn or indigestion that is not related to eating:

Yes No

f. Any other symptoms that you think may be related to heart or circulation problems:

Yes No

7. Do you currently take medication for any of the following problems?

a. Breathing or lung problems:

Yes No

b. Heart trouble:

Yes No

c. Blood pressure:

Yes No

d. Seizures (fits):

Yes No

8. If you've used a respirator, have you ever had any of the following problems? (If you've never used a respirator, check the following space and go to question 9:)

a. Eye irritation:

Yes No

b. Skin allergies or rashes:

Yes No

c. Anxiety:

Yes No

d. General weakness or fatigue:

Yes No

e. Any other problem that interferes with your use of a respirator:

Yes No

9. Would you like to talk to the health care professional who will review this questionnaire about your answers to this questionnaire:

Yes No

Questions 10 to 15 below must be answered by every employee who has been selected to use either a full-face piece respirator or a self-contained breathing apparatus (SCBA). For employees who have been selected to use other types of respirators, answering these questions is voluntary.

10. Have you ever lost vision in either eye (temporarily or permanently):

Yes No

11. Do you currently have any of the following vision problems?

a. Wear contact lenses:

Yes No

b. Wear glasses:

Yes No

c. Color blind:

Yes No

d. Any other eye or vision problem:

Yes No

12. Have you ever had an injury to your ears, including a broken

Eardrum:

Yes No

13. Do you currently have any of the following hearing problems?

a. Difficulty hearing:

Yes No

b. Wear a hearing aid:

Yes No

c. Any other hearing or ear problem:

Yes No

14. Have you ever had a back injury:

Yes No

15. Do you currently have any of the following musculoskeletal problems?

a. Weakness in any of your arms, hands, legs, or feet:

Yes No

b. Back pain:

Yes No

c. Difficulty fully moving your arms and legs:

Yes No

d. Pain or stiffness when you lean forward or backward at the waist:

Yes No

e. Difficulty fully moving your head up or down:

Yes No

f. Difficulty fully moving your head side to side:

Yes No

g. Difficulty bending at your knees:

Yes No

h. Difficulty squatting to the ground:

Yes No

i. Climbing a flight of stairs or a ladder carrying more than 25 lbs:

Yes No

j. Any other muscle or skeletal problem that interferes with using a respirator:

Yes No

Part B

Any of the following questions, and other questions not listed, may be added to the questionnaire at the discretion of the health care professional who will review the questionnaire.

1. In your present job, are you working at high altitudes (over 5,000 feet) or in a place that has lower than normal amounts of oxygen:

Yes No

If "yes," do you have feelings of dizziness, shortness of breath, pounding in your chest, or other symptoms when you're working under these conditions:

Yes No

2. At work or at home, have you ever been exposed to hazardous solvents, hazardous airborne chemicals (e.g., gases, fumes, or dust), or have you come into skin contact with hazardous chemicals:

Yes No

If "yes," name the chemicals if you know them:

3. Have you ever worked with any of the materials, or under any of the conditions, listed below:

- a. Asbestos:

Yes No

- b. Silica (e.g., in sandblasting):

Yes No

- c. Tungsten/cobalt (e.g., grinding or welding this material):

Yes No

- d. Beryllium:

Yes No

- e. Aluminum:

Yes No

- f. Coal (for example, mining):

Yes No

- g. Iron:

Yes No

- h. Tin:

Yes No

- i. Dusty environments:

Yes No

- j. Any other hazardous exposures:

Yes No

If "yes," describe these exposures:

4. List any second jobs or side businesses you have:

5. List your previous occupations:

6. List your current and previous hobbies:

7. Have you been in the military services?

Yes No

If "yes," were you exposed to biological or chemical agents (either in training or combat):

Yes No

8. Have you ever worked on a HAZMAT team?

Yes No

9. Other than medications for breathing and lung problems, heart trouble, blood pressure, and seizures mentioned earlier in this questionnaire, are you taking any other medications for any reason (including over-the-counter medications):

Yes No

If "yes," name the medications if you know them:

10. Will you be using any of the following items with your respirator(s)?

a. HEPA Filters:

Yes No

b. Canisters (for example, gas masks):

Yes No

c. Cartridges:

Yes No

11. How often are you expected to use the respirator(s)? (Circle "yes" or "no" for all answers that apply to you):

a. Escape only (no rescue):

Yes No

b. Emergency rescue only:

Yes No

c. Less than 5 hours per week:

Yes No

d. Less than 2 hours per day:

Yes No

e. 2 to 4 hours per day:

Yes No

f. Over 4 hours per day:

Yes No

12. During the period you are using the respirator(s), is your work effort:

a. Light (less than 200 kcal per hour):

Yes No

If "yes," how long does this period last during the average shift:

_____ hrs. _____ mins.

Examples of a light work effort are sitting while writing, typing, drafting, or performing light assembly work; or standing while operating a drill press (1-3 lbs.) or controlling machines.

b. Moderate (200 to 350 kcal per hour):

Yes No

If "yes," how long does this period last during the average shift:

_____ hrs. _____ mins.

Examples of moderate work effort are sitting while nailing or filing; driving a truck or bus in urban traffic; standing while drilling, nailing, performing assembly work, or transferring a moderate load (about 35 lbs.) at trunk level; walking on a level surface about 2 mph or down a 5-degree grade about 3 mph; or pushing a wheelbarrow with a heavy load (about 100 lbs.) on a level surface.

c. Heavy (above 350 kcal per hour):

Yes No

If "yes," how long does this period last during the average shift:

_____ hrs. _____ mins.

Examples of heavy work are lifting a heavy load (about 50 lbs.) from the floor to your waist or shoulder; working on a loading dock; shoveling; standing while bricklaying or chipping castings; walking up an 8-degree grade about 2 mph; climbing stairs with a heavy load (about 50 lbs.).

13. Will you be wearing protective clothing and/or equipment (other than the respirator) when you're using your respirator:

Yes No

If "yes," describe this protective clothing and/or equipment:

14. Will you be working under hot conditions (temperature exceeding 77 deg. F):

Yes No

15. Will you be working under humid conditions:

Yes No

16. Describe the work you'll be doing while you're using your respirator(s):

17. Describe any special or hazardous conditions you might encounter when you're using your respirator(s) (for example, confined spaces, life-threatening gases):

18. Provide the following information, if you know it, for each toxic substance that you'll be exposed to when you're using your respirator(s):

Name of the first toxic substance:

Estimated maximum exposure level per shift:

Duration of exposure per shift:

Name of the second toxic substance:

Estimated maximum exposure level per shift:

Duration of exposure per shift:

Name of the third toxic substance:

Estimated maximum exposure level per shift:

Duration of exposure per shift:

The name of any other toxic substances that you'll be exposed to while using your respirator:

19. Describe any special responsibilities you'll have while using your respirator(s) that may affect the safety and well-being of others (for example, rescue, security):

ROUTINE LAB PANEL

Chemistry Panel 24:

Albumin
Bilirubin, Total
Calcium
Carbon Dioxide
Chloride
Creatinine
Glucose
Potassium
Protein
Sodium
AST (SGOT)
ALS (SGPT)
BUN
BUN/Creatinine ratio

Liver Function:

GGT
Bilirubin, Direct
Bilirubin, Indirect
Alkaline
Phosphatase

Lipid Panel:

Cholesterol, Total
Triglycerides
HDL (Good Cholesterol)
LDL (Bad Cholesterol)
Total Cholesterol / HDL Ratio
Estimated Coronary Heart Disease Risk

Thyroid Panel:

TSH
Thyroxine (T4)
T3 Uptake
Free Thyroxine Index
Free T4

CBC:

White Blood Cells
Red Blood Cells
Hemoglobin
Hematocrit
MCV
MCH
MCHC

RDW
Platelets
Neutrophils
Lymphs
Monocytes
Eos
Basos
Neutrophils (Absolute)
Lymphs (Absolute)
Monocytes (Absolute)
Eos (Absolute)
Baso (Absolute)

Urinalysis

Leukocytes
Nitrate
Urobilinogen
Protein
pH
Blood
Specific Gravity
Ketone
Bilirubin
Glucose

Additional Tests:

Iron
Ferritin
Vitamin D
Lactate (LDH)
CRP – Cardiac
Hemoglobin A1C
Uric Acid

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION